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15 *and Wells Fargo & Co.*

16 **UNITED STATES DISTRICT COURT**  
17 **NORTHERN DISTRICT OF CALIFORNIA**

18 CHRISTOPHER WILLIAMS, SAM  
19 ALBURY, and SHAILA BECKWITH  
20 SIMMONS, individually and on behalf of all  
others similarly situated,

21 Plaintiff,

22 vs.

23 WELLS FARGO BANK, N.A. and WELLS  
FARGO & CO.,

24 Defendant.

CASE NO. 3:22-cv-00990-JD

The Hon. James Donato

**JOINT CASE MANAGEMENT  
CONFERENCE STATEMENT**

Compl. Filed: February 17, 2022

FAC Filed: April 14, 2022

26 Plaintiffs Christopher Williams, Sam Albury, and Shaia Beckwith Simmons (“Plaintiffs”)  
27 and Defendants Wells Fargo Bank, N.A. and Wells Fargo & Co. (collectively “Wells Fargo”)  
28

1 jointly submit this Joint Case Management Statement and Proposed Order pursuant to the Court's  
2 March 7, 2022 Case Management Scheduling Order, ECF No. 15 and the Court's Order Granting  
3 the Joint Stipulation to Continue Initial Case Management Conference and Related Deadlines,  
4 ECF No. 31; Standing Order for Civil Cases Before Judge James Donato; Standing Order for All  
5 Judges of the Northern District of California, Civil Local Rule 16-9; Northern District of  
6 California's ESI Guidelines and Checklist; and Federal Rule of Civil Procedure 26(f).

7 Counsel for the parties have worked together cooperatively to try to find common ground  
8 where possible and, where not possible, have set forth their respective positions.

9 **I. Jurisdiction and Service**

10 Plaintiff Williams filed the Class Action Complaint on February 17, 2022 asserting four  
11 claims against Wells Fargo: (1) the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq.  
12 ("ECOA"); (2) 42 U.S.C. § 1981 ("Section 1981"); (3) 42 U.S.C. § 1982 ("Section 1982"); and (4)  
13 The Fair Housing Act of 1968, 42 U.S.C § 3601 et seq. ("FHA"). ECF No. 1. Plaintiffs filed their  
14 First Amended Complaint on April 14, 2022, adding Plaintiffs Albury and Simmons, and alleging  
15 the same four claims. ECF No. 22.

16 This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 because Plaintiffs'  
17 claims arise under the ECOA, Section 1981, Section 1982, and the FHA. Wells Fargo has been  
18 served. Wells Fargo does not dispute personal jurisdiction or venue. Wells Fargo's deadline to  
19 respond to the complaint is June 10, 2022.

20 **II. Facts**

21 **A. Plaintiffs' Statement**

22 Plaintiffs bring this individual and putative class action on behalf of a class of Black and/or  
23 African American applicants or borrowers who applied for, received, or maintained credit from  
24 Defendants related to residential real estate and who were subjected to discrimination by  
25 Defendants due to their race. The Amended Complaint alleges that Defendants engaged in race  
26 discrimination in violation of ECOA, Section 1981, Section 1982, and the FHA. Plaintiffs claim  
27 that Defendants engage in a pattern or practice of discrimination and employs company-wide  
28 policies and practices that have an unlawful disparate impact on African Americans with respect

1 to customers of residential real estate mortgages, by, among other things, disproportionately  
2 denying credit to Black and/or African American applicants, charging higher interest rates,  
3 imposing higher fees and costs, and offering worse terms to African Americans, and  
4 disproportionately denying African Americans the opportunity to refinance and/or modify or lower  
5 their interest rates. Plaintiffs, like other African American applicants and borrowers, were denied  
6 credit and charged higher interest, rates, fees and costs because of their race pursuant to  
7 Defendants' discriminatory practices.

8 **B. Wells Fargo's Statement**

9 Plaintiffs Christopher Williams, Samuel Albury, and Shaia Simmons filed this putative  
10 nationwide class action against Wells Fargo alleging discriminatory lending practices.

11 **1. Christopher Williams**

12 Plaintiff Christopher Williams alleges that he applied for a mortgage with Wells Fargo and  
13 had a FICO credit score of over 750. FAC ¶ 28. He further alleges that Wells Fargo offered him  
14 an interest rate nearly three points higher than the prime interest rate. *Id.* He asserts that he spoke  
15 to Wells Fargo's lending department and asked it to reconsider the offered rate. *Id.* at ¶ 29. He  
16 contends that Wells Fargo initially refused to do so, but later agreed to revisit its refusal. *Id.* at ¶¶  
17 29-30.

18 Williams further alleges that Wells Fargo sent him a letter dated September 5, 2019. *Id.* at  
19 ¶ 30. In the letter, Wells Fargo explains that "the FICO score you see is not the same score we use  
20 when you apply for a new account" and that this score is provided "for educational purposes" only.  
21 Wells Fargo further states that "[f]or Home Equity applications, we only use the score obtained  
22 from Equifax, which we verified to be 686." It explains that "we use a unique score model, which  
23 considers more than credit scores to evaluate applications." The letter attaches a document titled  
24 "Your Credit Score and the Price You Pay for Credit" showing that Williams' credit score reported  
25 by Equifax was 686 as of May 30, 2019.

26 Williams alleges that he declined Wells Fargo's offer after he received a better offer from  
27 another bank. FAC ¶ 31.

1           **2. Samuel Albury**

2           Plaintiff Samuel Albury alleges that he applied for a home mortgage with Well Fargo and  
3 believed he would receive a prime mortgage rate because of his pre-existing relationship with  
4 Wells Fargo. *Id.* at ¶ 33. Albury asserts that he owned two properties and was employed at the  
5 time. *Id.* He alleges that Wells Fargo inquired into his finances and work history during the  
6 application process. *Id.* at ¶ 34. He further alleges that Wells Fargo denied his application. *Id.* at  
7 ¶ 35. Notably, as part of his loan application, Albury selected the option “I do not wish to provide  
8 this information” for each of the categories “Ethnicity” and “Race.”

9           On September 15, 2020, Wells Fargo sent Albury a letter explaining the denial of his  
10 application. The letter included a “Notice of Action Taken and Statement of Reasons” that  
11 explains that Albury did not have “enough combined assets to close this loan.”

12           **3. Shaia Simmons**

13           Plaintiff Shaia Simmons alleges that she obtained a home mortgage loan from Wells Fargo.  
14 *Id.* at ¶ 37. She further alleges that she later enrolled in Wells Fargo’s COVID-19 deferment  
15 program. *Id.* at ¶ 38. She asserts that she continued making regular payments after her deferment  
16 ended. *Id.* at ¶ 39. She contends that, despite resuming payments, Wells Fargo instituted  
17 foreclosure proceedings against her. *Id.* at ¶ 40. She alleges that Wells Fargo presented her with  
18 an option to pay back the deferred payments, but that she “refused” to agree to it. *Id.* at ¶¶ 41-42.

19           Wells Fargo sent Shaia Simmons several letters during this period. For example, on April  
20 19, 2021, Wells Fargo sent Simmons a letter titled “Contact us right away – payment suspension is  
21 ending soon.” The letter explains that “we suspended your mortgage for 12 months” and that “May  
22 2021 is the final month of your 12-month suspension period.” It also explains that “[a]fter payment  
23 suspension ends . . . [a]ny missed payments will need to be resolved, or the loan will be considered  
24 past-due.” It states “You’ll need to contact us to request an extension before the end of May  
25 2021. We can’t automatically extend the payment suspension period – we need to hear from you.”

26           On May 18, 2021, Wells Fargo sent Simmons another letter with similar language. It further  
27 states that “[w]e sent you a letter with information about your options and next steps” and that “[w]e  
28 haven’t heard from you.” It states that “[i]f we don’t hear from you before the end of May 2021,

1 payment suspension will end.”

2 On August 10, 2021, Wells Fargo sent Shaia Simmons yet another letter with the subject  
3 line “Notice of default – immediate action is needed.” The letter explains that “Your loan is in  
4 default because you have not made the required payments due.” It states that the total overdue  
5 amount is \$20,326.19. It further states that “[i]f we don’t receive the total overdue amount on or  
6 before September 16, 2021, we may accelerate the sums secured by your security instrument, pursue  
7 foreclosure by judicial proceeding, and end your ownership of the property through a foreclosure  
8 sale of the property.”

9 On or around March 2, 2022, Wells Fargo received a Mortgage Assistance Application  
10 signed by Shaia Simmons. In the application, Simmons concedes she failed to submit the required  
11 form, stating that she and her husband “did not realize there was another form once deferment was  
12 done.”

13 **C. Principal Disputed Factual Issues**

14 Wells Fargo submits that the principal factual issues in dispute include:

- 15 • Whether the loan terms that Wells Fargo offered Plaintiffs were discriminatory or  
16 were a product of individualized decision-making and based on non-discriminatory  
17 factors.
- 18 • Whether Wells Fargo treats similarly situated African American borrowers and  
19 applicants worse or similarly as non-African American borrowers and applicants.
- 20 • Whether Defendants’ policies and practices have a unlawful disparate impact on  
21 African Americans.
- 22 • Whether Defendants engaged in a pattern or practice of racial discrimination against  
23 African Americans.

24 **III. Legal Issues**

25 The major legal issues in dispute are:

- 26 a. Whether Plaintiffs can prove an ECOA violation under a disparate treatment  
27 (intentional discrimination) or disparate impact (by identifying a facially neutral policy that results  
28 in a disparate impact).

1           b.       Whether Plaintiffs can prove a FHA violation under a disparate treatment  
2 (intentional discrimination) or disparate impact (by identifying a facially neutral policy that results  
3 in a disparate impact).

4           c.       Whether Plaintiffs can prove a claim under Section 1981 by establishing that Wells  
5 Fargo intentionally and purposefully discriminated against Plaintiffs because of race.

6           d.       Whether Plaintiffs can prove a claim under Section 1982 by establishing that Wells  
7 Fargo intentionally and purposefully discriminated against Plaintiffs because of race.

8           e.       Whether Plaintiffs can make a sufficient showing of reckless disregard, oppression,  
9 fraud or malice to justify an award of punitive damages against Wells Fargo.

10          f.       Whether Plaintiffs can satisfy the requirements of Fed. R. Civ. P. 23.

11 **IV.   Motions**

12           Defendants' Administrative Motion to Consider Whether Cases Should Be Related  
13 (*Braxton v. Wells Fargo Bank, N.A. et al.*, No. 3:22-cv-01748-JSC) is currently pending before the  
14 Court. Plaintiffs filed a response in opposition as did non-parties Aaron Braxton, *et al.* Counsel for  
15 the parties have also filed several motions to appear pro hac vice, all of which have been granted.

16           Plaintiffs intend to file a motion for class certification pursuant to Fed. R. Civ. P. 23(b)(2),  
17 (c)(4) and/or (b)(3) on or before January 15, 2023.

18           Wells Fargo anticipates filing a motion for summary judgment, a potential motion to strike  
19 class allegations, and motions *in limine*.<sup>1</sup> Wells Fargo also anticipates opposing any efforts to  
20 certify a class on the grounds that Plaintiffs' class allegations lack commonality, predominance,  
21 and typicality as required by Federal Rule of Civil Procedure 23 and Plaintiffs' proposed class is  
22 overbroad because it includes untimely claims. Plaintiffs' Rule 23(b)(2) class is also improper  
23 because Plaintiffs seek primarily monetary relief.

24 **V.   Amendment of Pleadings**

25           The parties propose that the deadline to amend without leave of the Court be September  
26 \_\_\_\_\_

27 <sup>1</sup> Wells Fargo also reserves its rights to challenge any consolidated complaint to the extent that  
28 one is ordered.

1 30, 2022.

2 **VI. Evidence Preservation**

3 The parties have reviewed the Guidelines Relating to the Discovery of Electronically  
4 Stored Information and the ESI Checklist. The parties discussed evidence preservation obligations  
5 at their meet and confer session. The parties understand their duty to preserve records, including  
6 paper and electronic copies, and have taken reasonable steps to preserve documents relevant to  
7 this action in their possession.

8 **VII. Disclosures**

9 The Parties agree to exchange Initial Disclosures after a decision is rendered on Wells  
10 Fargo's Administrative Motion to Consider Whether Cases Should be Related, filed on May 27,  
11 2022.

12 **VIII. Discovery**

13 The parties recognize and jointly share a goal of being efficient and targeted in their  
14 approach to discovery and will meet and confer to attempt to limit the burdens on each other, where  
15 appropriate. As of the date of this Case Management statement, neither party has served discovery.  
16 The parties anticipate serving written discovery and taking depositions. The parties do not  
17 anticipate limitations or modifications of the discovery rules at this time. The parties intend to  
18 submit a stipulated protective order, as well as a stipulated protocol to govern the search and  
19 production of electronically stored information ("ESI").

20 The parties have conferred and have agreed to the following Discovery Plan.

21 **Joint Proposal for Discovery:**

- 22 (a.) Protective Order: The parties have agreed that a Stipulated Protective Order is  
23 necessary to protect material properly sealable for purposes of discovery, including  
24 among other things any sensitive personal information of Plaintiffs and the putative  
25 class as well as Wells Fargo's confidential trade secrets and confidential and  
26 sensitive personal information. The parties will submit the Stipulated Protective  
27 Order to the Court.

1 (b.) Privilege Logs: The parties agree to exchange privilege logs as appropriate and  
2 have agreed that attorney-client privileged and/or work product communications  
3 after the date that the Complaint was filed do not need to be logged.

4 (c.) Method of Service: The parties agree that service by electronic mail will be treated  
5 as service by regular U.S. mail delivery.

6 (d.) Electronic Discovery: Pursuant to the ESI Guidelines, the parties agree to cooperate  
7 to develop protocols to lessen the burden of producing electronic discovery.

8 The parties set out their respective positions on necessary discovery below:

9 **A. Plaintiffs' Statement**

10 Plaintiffs anticipate that this case will require factual and expert discovery in order to  
11 determine whether class certification is appropriate. Accordingly, Plaintiffs prioritize discovery of  
12 electronic data and records regarding the policies and practices at issue in the case, including but  
13 not limited to mortgage applications and customer files, data on all mortgage applicants and  
14 borrowers, in addition to deposition(s) pursuant to Rule 30(b)(6) and/or of Defendants'  
15 executive(s) regarding the practices challenged in this lawsuit, as well as key fact witnesses.

16 **B. Wells Fargo's Statement**

17 Wells Fargo will seek discovery as to the factual basis for Plaintiffs' claims in the  
18 Complaint. Wells Fargo will also seek discovery as to Plaintiffs' ability to satisfy the requirements  
19 of Federal Rule of Civil Procedure 23, as well as all documents and information relating to, among  
20 other things, Plaintiffs' credit applications, credit histories, credit scores, financial condition, credit  
21 that they were able to obtain from other financial institutions, if any, documents and information  
22 regarding forbearance and Plaintiffs' existing mortgages with Wells Fargo, and all  
23 communications with Wells Fargo and third-parties relating to Plaintiffs' claims.

24 **IX. Class Actions**

25 **A. Plaintiffs' Statement**

26 Plaintiffs have brought this putative class action on behalf of a class of African Americans  
27 who applied for credit related to residential real estate and who were subjected to discrimination  
28 by Defendants due to their race. Plaintiffs, following class-wide discovery, will seek certification



1 of a liability and injunctive and declaratory relief class under Rule 23(b)(2) and 23(c)(4), and/or  
2 certification of a broader class under Rule 23(b)(3). All requirements of class certification are met  
3 by the proposed class pursuant to Rule 23(a). Plaintiffs intend to file a Motion for Class  
4 Certification on or before January 15, 2023. Plaintiffs' counsel have reviewed the Court's  
5 Procedural Guidance for Class Action Settlements.

6 **B. Wells Fargo's Statement**

7 Wells Fargo vigorously disputes the allegation that its nationwide lending practices are  
8 discriminatory. As such, Plaintiffs will be unable to represent any putative class based on such an  
9 allegation. Moreover, Plaintiffs cannot meet the requirements of Federal Rule of Civil  
10 Procedure 23(a), 23(b)(2), or 23(b)(3) as there are no common issues as to any alleged  
11 discriminatory policy, Plaintiffs' claims will not be typical of any putative class members,  
12 individual factual issues will predominate and a class action is not the superior way to adjudicate  
13 individual lending decisions in this context.

14 **X. Related Cases**

15 Pursuant to Local Rule 3-12, Wells Fargo filed an Administrative Motion to Consider  
16 Whether Cases Should be Related on May 27, 2022 requesting that this Court issue an order  
17 relating this action and the *Braxton v. Wells Fargo Bank, N.A.*, 3:22-cv-01748-KAW ("*Braxton*")  
18 action.<sup>2</sup> Plaintiffs filed a Response on May 31, 2022. Plaintiffs stated that these cases are not  
19 necessarily related at this juncture because the *Williams* Complaint is broader than the *Braxton*  
20 Complaint and was filed-first and thus could proceed expeditiously. Plaintiffs also suggested that  
21 the *Braxton* case could be stayed or dismissed pending the outcome of class certification in this  
22 matter. Finally, Plaintiffs asked the Court to delay making any findings of relatedness until the  
23 June 16, 2022, Case Management Conference.

24 \_\_\_\_\_  
25 <sup>2</sup> Shortly after *Braxton* filed his original complaint, three additional complaints were filed in the  
26 Northern District of California raising allegations similar to those made here and in *Braxton*: *Pope*  
27 *v. Wells Fargo Bank, N.A. et al.*, 4:22-cv-01793; *Thomas et al. v. Wells Fargo & Co. et al.*, 3:22-  
28 *cv-01931*; *Ebo et al. v. Wells Fargo Bank, N.A.*, 3:22-cv-02535-SK. Wells Fargo has not been  
served in any of those actions, but *Ebo* has sought relation with *Pope*. Wells Fargo's response notes  
that those cases should be related to *Williams* pursuant to Local Rule 3-12.

1 Non-Party Plaintiffs in the *Braxton* matter filed a Response on May 31, 2022, and argued  
2 that *Braxton* and *Williams* should not be related because these two cases do not meet the  
3 requirements set forth in Local Rule 3-12.

4 The Court has not yet ruled on the administrative motion.

5 **XI. Relief**

6 Plaintiffs seek: (1) to certify this case as a class action; (2) designate Plaintiffs as class  
7 representatives and designate Plaintiffs' counsel of record as class counsel; (3) declare that Wells  
8 Fargo's acts, conduct, policies and practices are unlawful and violate the ECOA, Section 1981,  
9 Section 1982, and the FHA; (4) declare that Wells Fargo engaged in a pattern and practice of racial  
10 discrimination against Black and/or African American applicants and borrowers; (5) order  
11 Plaintiffs and all others similarly situated be offered mortgage loans at nondiscriminatory rates,  
12 and otherwise make Plaintiffs whole; (6) award Plaintiffs and all others similarly situated  
13 compensatory and punitive damages; (7) award Plaintiffs and all others similarly situated  
14 prejudgment interest and attorneys' fees, costs and disbursements, as provided by law; (8) award  
15 Plaintiffs and all others similarly situated equitable, injunctive and legal relief as this Court deems  
16 just and proper to end the discrimination and fairly compensate Plaintiffs and all others similarly  
17 situated; and (9) award Plaintiffs and all others similarly situated such other relief as this Court  
18 deems just and proper.

19 Wells Fargo denies that Plaintiffs may maintain any of their claims on an individual or  
20 class basis, denies that Plaintiffs are entitled to any of the relief sought, and denies that Plaintiffs  
21 have suffered any damages.

22 **XII. Settlement and ADR**

23 The parties have met and conferred regarding ADR pursuant to Civil Local Rule 16-8 and  
24 ADR Local Rule 3-5 and have reviewed the ADR procedures in ADR Local Rule 3-5. The Parties  
25 intend to discuss the ADR selection with the Judge at the case management conference.

26 **XIII. Consent to Magistrate Judge**

27 Plaintiffs did not consent to a magistrate judge for all purposes. ECF No. 12.  
28

**XIV. Other References**

The parties agree that the case is not suitable for reference to a special master.

**XV. Narrowing of Issues**

The parties are presently unaware of any issues that can be narrowed by agreement or by motion, and do not have any suggestions to expedite the presentation of evidence at trial.

**XVI. Expedited Trial Procedure**

The parties do not believe that the case can be handled on an expedited basis with streamlined procedures given the nature and complexity of the claims and defenses in this action.

**XVII. Scheduling**

**A. Plaintiffs' Statement**

Plaintiffs propose the following schedule:

EVENT	PROPOSED DATE
Last Date to Amend Pleadings/Add Parties Without Leave of Court	September 30, 2022
Class Certification Fact Discovery Closes	December 15, 2022
Class Certification Motion and Plaintiffs' Class Certification Expert Disclosures	January 15, 2023
Opposition to Motion for Class Certification and Defendants' Class Certification Expert Disclosures	February 15, 2023
Reply to Class Certification Motion	March 1, 2023
Merits Expert Report	May 1, 2023
Merits Rebuttal reports	June 1, 2023
Merits Expert Discovery Close	June 28, 2023
Deadline for Filing Dispositive and Daubert Motions, if any	August 7, 2023
Opposition to Dispositive and Daubert Motions	August 28, 2023
Reply to Dispositive and Daubert Motions	September 11, 2023
Hearing on Dispositive Motions	To be set by Court
Pre-Trial Conference	November 13, 2023
Trial Commences	December 4, 2023

**B. Wells Fargo's Statement**

Defendants propose the following schedule:

EVENT	PROPOSED DATE
Last Date to Amend Pleadings/Add Parties Without Leave of Court	August 1, 2022
Class Certification Motion and Plaintiffs' Class Certification Expert Reports	February 1, 2023
Opposition to Motion for Class Certification	March 3, 2023
Reply to Class Certification Motion	April 3, 2023
Hearing on Class Certification Motion	To be set by Court
Fact Discovery Closes	August 4, 2023
Opening Expert Report(s)	October 6, 2023
Rebuttal Expert Reports	November 2, 2023
Expert Discovery Closes	December 15, 2023
Deadline for Filing Dispositive and Daubert Motions	February 1, 2024
Opposition to Dispositive and Daubert Motions	March 1, 2024
Reply to Dispositive and Daubert Motions	April 3, 2024
Hearing on Dispositive Motions	To be set by Court
Pre-Trial Conference	June 3, 2024
Trial Commences	June 17, 2024 <sup>3</sup>

## **XVIII. Trial**

The parties propose that the length of trial be addressed after the Court has resolved all dispositive motions. As of today's date, however, the parties estimate that the expected total length of trial will be 3-5 days if no class is certified, and 10-12 days if the class is certified. All trial time will be split equally between the two sides.

## **XIX. Disclosure of Non-Party Interested Entities or Persons**

Wells Fargo has filed a "Certification of Interested Entities or Persons" as required by Civil

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<sup>3</sup> Wells Fargo recognizes that counsel generally "should budget no more than 18 months between the initial case management conference and trial" and that counsel should be prepared to justify any longer pretrial period. Standing Order for Civil Cases Before Judge James Donato ¶ 4. Wells Fargo respectfully requests a pretrial period of 24 months because of the complicated nature of this matter, and the potential related cases. *Braxton v. Wells Fargo Bank, N.A. et al.*, No. 3:22-cv-01748-JSC; *Pope v. Wells Fargo Bank, N.A. et al.*, 3:22-cv-01793; *Thomas et al. v. Wells Fargo & Co. et al.*, 3:22-cv-01931; *Ebo et al. v. Wells Fargo Bank, N.A.*, 3:22-cv-02535-SK.

1 Local Rule 3-15 and Corporate Disclosure Statement pursuant to Federal Rule of Civil Procedure  
2 7.1.

3 **XX. Professional Conduct**

4 All attorneys of record for the parties have reviewed the Guidelines for Professional Conduct  
5 for the Northern District of California.

6 **XXI. Other Matters**

7 The parties have no other matters to bring before the Court at this time.

8 **McGUIREWOODS LLP**

9  
10 DATED: June 9, 2022

By: /s/ Alicia A. Baiardo

Ava Lias-Booker  
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Jasmine C. Gardner

Amanda Groves  
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Stacie Knight

*Attorneys for Defendants Wells Fargo Bank, N.A. and  
Wells Fargo & Company*

16 DATED: June 9, 2022

**STOWELL & FRIEDMAN, LTD.**

17 By: /s/ Suzanne Elaine Bish

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Suzanne Elaine Bish

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Benjamin Crump

*Attorneys for Plaintiffs*

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**ATTESTATION**

In compliance with CAND ECF Policies and Procedures regarding Stipulations and Other Documents Requiring Multiple Signatures, I hereby attest that I have obtained the concurrence in the filing of this document from all signatories

Date: June 9, 2022

**MCGUIREWOODS LLP**

By: /s/ Alicia A. Baiardo  
Alicia A. Baiardo

*Attorneys for Defendants Wells Fargo Bank, N.A. and  
Wells Fargo & Company*

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 9, 2022, a copy of the foregoing pleading, with any and all attachments, was filed electronically with the clerk of court via ECF, which will serve all counsel of record, and served via First-Class Mail to any party not filing ECF, postage prepaid.

Date: June 9, 2022

By: /s/ Alicia A. Baiardo  
Alicia A. Baiardo